

- (1) Give written notice to IBEW Local 234, and the Monterey Bay California Chapter, NECA, of said contractor's intent to bid a public works project and pay a prevailing wage rate which is less than the contractual wage rate, at least ten (10) working days prior to submitting any such bid; and
- (2) Received written verification from the parties to the Agreement that the lesser rate is the prevailing rate of pay for that project.

3.14 HIGHTIME

- (a) All Employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a "permanent" guard rail or are within five feet (5') of a direct fall of forty (40) to eighty (80) feet or on wood poles at a distance from fifty-five (55) to seventy-five (75) feet, shall be paid at one and one-half ($1 \frac{1}{2}$) times the straight time rate of pay for all such work performed during regular working hours. On work in excess of eighty (80) feet, as defined above, they shall be paid at double (2x) the straight time rate of pay for all such work performed during regular working hours.
- (b) When the above described work is performed outside the regular working hours at forty (40) and eighty (80) feet, the rate shall be two and one-half ($2 \frac{1}{2}$) times the straight time rate of pay. When overtime work is performed in excess of eighty (80) feet, the rate of pay shall be three (3) times the straight time rate of pay.

An assignment of fifteen (15) minutes of work referred to in this section shall entitle the Employee to one (1) hour of premium pay.

3.15 HAZARD PAY

- (a) Where Employees are required to work under compressed air in excess of five (5) pounds above normal atmospheric pressure, or in areas where injurious gasses, dust, obnoxious fumes or spray painting are present in amounts necessitating the use of gas masks or respirators as required by OSHA or MSHA standards, they shall be paid an additional hazard bonus of one-half ($1/2$) the straight time rate of pay.
- (b) When Employees are required to work where other than climatic temperatures exceed one hundred and thirty (130) degrees F., maximum, or twenty (20) degrees minimum, they shall be paid an additional hazard bonus of one-half ($1/2$) times the straight time rate of pay.

An assignment of two (2) hours or more of work referred to in this Section shall entitle the Employees to the applicable premium rate for that half day.

3.16 SHIFT WORK

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half ($7 \frac{1}{2}$) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

3.17 FOREMAN

(a) All foremen and general foremen shall have the trade classification and qualification of journeyman wireman.

(b) No foreman shall give orders to or take orders from another foreman. On all jobs requiring foremen, a foreman shall only give orders to Employees under his direct supervision. Likewise, Employees shall take orders from their appointed foreman only.

No foreman of one job shall, at the same time, perform or supervise work on another job. The only exception to the above is in case of an emergency.

(c) Any job on which four (4) or more Employees under this Agreement are employed, shall require a foreman. A foreman shall not supervise over ten (10) Employees. Another foreman shall be named as soon as additional Employees are employed.

(d) On any job requiring four (4) or more Employees, employed under this Agreement for more than fifteen (15) days continuously or accumulatively, the foreman's rate of pay shall continue until the completion of the job, regardless of whether four (4) Employees remain for the duration of the job.

(e) A Job General Foreman shall not supervise more than six (6) foremen. Whenever a job has two (2) or more foremen, a Job General Foreman shall be assigned to that job only. A Job General Foreman shall not give orders to anyone other than the foremen under his direct supervision. Another General Foreman shall be named as soon as additional foremen are appointed. A Job General Foreman shall not work with the tools except in case of extreme emergency.

(f) An Area General Foreman may be assigned to any combination of jobs provided that none of the jobs require a second foreman and the total number of Employees under supervision does not exceed forty (40). An Area General Foreman shall not give orders to anyone other than the foremen under his direct supervision, unless he has also been assigned to a job that does not require a foreman (see Article 3.17 (c)). In this case, the Area General Foreman may give orders to any Employee under his direct supervision. An Area General Foreman shall not work with the tools except in case of extreme emergency.

This section is not intended, nor shall it be used to circumvent any other sections of Article 3.17 as they pertain to Foreman or General Foreman ratios on any individual job site.

3.18 TOOLS – EMPLOYEE PROVIDED

Journeymen shall be required to furnish the following kit of hand tools for the performance of their work.

TOOL BOX	With locking device 20" x 8 1/2" x 9 minimum, with locking device
PLIERS	Sidecutters 8" or 9" Klein type, long nose, diagonal Cutters (2 allowed), pump (channel lock) (2 allowed)
	Wire strippers
PIPE WRENCH (1)	Not over 14", small chain tongs accepted
CRESSENT WRENCHES (2)	2 allowed 6" and 12" (one of each)
ALLEN WRENCHES	Small set not over 1/4"

TAP WRENCH	Up to ¼"
3/8" SOCKET SET	Up to ¾" or set of Spin Tite
CHISEL (1)	Wood ¾"
CENTER PUNCH	
AWL	
PLUMB BOB (1)	8 oz.
COMBINATION SQUARE (1)	12" maximum
LEVEL (1)	12" maximum
CHALK LINE BOX (Optional)	
TIN SNIPS (1)	10" maximum
KNIFE (1)	
RULES (2)	30 ft. tape and/or 6 ft. folding rule
SCREWDRIVERS (4)	Stubby (2) 1 Blade and 1 Philips Philips (2) 6" and 8" Blade (3) 6", 8" and 12"
SCREWDRIVERS	Insulated blade and Philips
HACKSAW FRAME (1)	Adjustable (only)
KEYHOLE or SHEET ROCK SAW	Handle (only)
HAMMER (1)	Claw
TESTER (1)	Category II or III, 600-1000v
TOOL POUCH (Optional)	
FLASHLIGHT (1)	One-piece
CODE BOOK	National Electrical Code
PENCIL	
CONTINUITY TESTER (Optional)	

Apprentices, during the first year of indenture, shall supply at least the following tools:

TOOL BOX	With locking device 20" x 8 ½" x 9 minimum with locking device
PLIERS	Sidecutters 8" or 9" Klein type, long nose, diagonal Cutters (2 allowed), pump (channel lock) (2 allowed) Wire strippers
PIPE WRENCH (1)	Not over 14", small chain tongs accepted
CENTER PUNCH (1)	
LEVEL (1)	12" maximum
KNIFE (1)	
RULES (2)	30 ft. tape and/or 6 ft. folding rule
SCREWDRIVERS (4)	Stubby (2) 1 Blade and 1 Philips Philips (2) 6" and 8" Insulated blade and Philips
SCREWDRIVERS	Blade (3) 6", 8" and 12"
HACKSAW FRAME (1)	Adjustable (only)
HAMMER (1)	Claw
PENCIL	

Apprentices, during the last year of their indenture, shall be required to carry a journeyman's kit of hand tools.

3.19 TOOLS – EMPLOYER PROVIDED

(a) The Employer shall furnish all other necessary tools and equipment to do the job. Journeymen shall be responsible for storage of Employer's tools if storage space is provided. The Employer shall be financially responsible in an amount not to exceed eight hundred dollars (\$800.00) for the loss of an employee's tools and/or tool box by fire or theft where substantial evidence of loss is established, providing that at the time of loss said tools were locked in the "suitable safe place or locked box" as provided by the Employer. When the Employer does not provide a locked safe building, room, tool shed or a job box for the safe storage of the employee's tools, and when the tools are in the care, control and custody of the Employer or his representative, the Employer shall be responsible for the complete replacement of the employee's tools to the extent as covered above. The above replacement value of tools shall be established per item at the beginning of the term of each Agreement. Written notice for reimbursement must be submitted to the Employer within five (5) days from the date of knowledge by the employee of such loss. The Employer shall effect such reimbursement within four (4) working days of submittal of such claim of tools lost by fire or theft. The contractor shall pay a penalty of \$20.00 per day for each day of non-

reimbursement after the 4th working day after notice. Employee will sign receipt for tool reimbursement.

(b) **EMPLOYEE RESPONSIBILITY FOR EMPLOYER'S TOOLS**

Employees under this Agreement shall not use the Employer's property such as tools, for other than the Employer's business, except as may be herein provided. If any Employee loses or through negligence, damages or destroys the Employer's tools, the Employee shall repair, replace or compensate the Employer for such loss or actual damage sustained. Any disputes arising out of this section shall be resolved by the Labor-Management Committee.

(c) **HARD HATS**

The Employer shall provide and maintain all hard hats. Upon receiving a hard hat the Employee assumes the responsibility of seeing that he does not lose or intentionally render the hat unusable. Sweatbands will be replaced twice a year or upon presenting proof of a broken band. A hard hat that is broken or damaged will be replaced if turned in.

3.20 WORKMANSHIP

- (a) Employees shall install all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.
- (b) A Journeyman shall be required to make corrections (labor only) on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by the order of the Employer, or the Employer's representative. Employer shall notify the Union and the Chapter of the Journeyman who fails to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision for its members only. Corrections to be made only after a fair investigation by the Employer and the Business Manager of the Union or his Representative. Every effort will be made to address this within two (2) business days of a written notice.

3.21 WELDING

- (a) An Employee who is required to weld shall receive a bonus of 10% of the Journeyman base rate per hour, for the number of hours worked.
- (b) Where Certified Welders are required, they shall receive a bonus of 15% of the Journeyman base rate per hour, for the number of hours worked.
- (c) The time and expense of Certified Electrical Welders having to take additional certification test if required by the Employer, shall be paid for by the Employer.

3.22 CABLE SPLICING

All work of joining, splicing, and insulating and placing of the flame-proof covering, where wiped lead joints are necessary, and on all splices over 2300 volts between any two (2) conductors on synthetic cable, shall be performed by cable splicers. Only Journeymen shall be used in assisting cable splicers. When a Journeyman is used to assist the cable splicer and provided the assistant is not required to perform work of a technical nature, the assistant may be paid at the Journeyman rate. Cable splicers shall not be required to work on wires or cable when the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another Journeyman. In no case, shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

3.23 PAID PARKING

Where free parking is not available at the job or project, the Employer shall reimburse the Employees for their parking costs. The employer may elect to furnish transportation from a central location.

Where the employer provides transportation, the employee will ride in on his/her time and will ride out on the employer's time. The applicable rate of pay shall apply.

3.24 TRANSPORTATION

Adequate and safe transportation furnished by an Employer for transportation of Employees within the jurisdiction of Local 234 shall be by nationally or internationally manufactured vehicles with no additional seating arrangement other than the manufacturer's passenger seating rating. Converted trucks are not acceptable.

3.25 TRUCK SIGNS

All trucks or vehicles used to transport Employees or materials or used in connection with the operation of any firm, other than those operated by management, shall have permanent* signs or decals with letters at least three inches (3") high, stating the firm's name, affixed to the exterior surface of the right and left sides in contrasting color and in English. The vehicle state registration slip shall conform to the requirements of the State of California. Temporary signs shall be used on vehicles not owned by the Employer for up to twenty (20) consecutive working or thirty (30) calendar days.

*Permanent – Meaning difficult to remove. Magnetic stick-on signs are not permitted.

3.26 SAFETY

- (a) The Employer agrees to abide by all applicable local, State and Federal health, safety and sanitary regulations. In the event that there are conditions, which are detrimental to the Employee's health or safety, the Employee shall not be required to work under such conditions.
- (b) It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with these safety rules and standards.
- (c) On all energized circuits carrying four hundred and forty (440) volts or over, as a safety measure, two (2) or more journeymen must work together, one (1) standing by, wearing certified rubber gloves.
- (d) Adequate safety protective devices shall be supplied to Employees by the Employer on all hazardous and wet work, which shall comply with the applicable law and regulations and the rules of the Union. They shall also observe instructions of the Employer in the matter of safety, provided such instructions are not in conflict with the applicable law and regulations and recognized practices of the trade.

3.27 OFF SHORE DRILLING

- (a) An additional eighteen percent (18%) per hour shall be paid to all Employees for work on all off-shore installations away from the mainland when the Employees are required to remain away from home overnight, plus room and board. The contractor shall also furnish towels soap and linens daily. Clean sterilized blankets shall be furnished at the beginning of each job and every thirty (30) days thereafter. All Employees will be furnished with a locker and at least one hundred (100) square feet of living quarters which shall comply with applicable law and regulations. Only Employees working under the terms of this Agreement shall be housed together. When working under the terms of this Agreement, Employees shall eat their meals in the facilities provided them by a civilian catering service when available.

- (b) When Employees are required to remain away from home overnight they shall receive no less than eight (8) hours pay per day.
- (c) The point of embarkation for all off-shore facilities shall be considered job site for the purpose of establishing working hours and/or daily travel expense. The Employer shall be responsible for belongings left at the point of embarkation.

3.28 TUNNEL, TUBE, CAISSON AND BORE WORK

- (a) Work Day, Work Week, Wages and Working Conditions shall be the same as Those set forth in the Inside Agreement with the following exceptions:
 - (1) The week shall be a forty (40) hour week, Monday through Friday.
 - (2) Change of work hours shall be a provision of this section.
 - (3) The workday including Shift Work shall start and end at the change house, provided it is located adjacent to a suitable parking lot, otherwise from such a parking lot.
- (b) Wages
 - (1) The minimum hourly rates of pay in any tunnel or shaft shall be 2% over and above the basic wage rate set forth in the regular Wage Section.
 - (2) The minimum hourly rate of pay for anyone assigned to work at the Heading shall be 15% over and above the basic wage rate set forth in the regular Wage Section.
- (c) Foremen in addition to the minimum set forth elsewhere in this Agreement shall be maintained in order to properly supervise the crew(s) and in order to maintain health and safety.
- (d) Conditions of Work
 - (1) Whenever there is electrical work, including temporary power and lighting done or maintained in or about a tunnel, shaft or adit, tube, caisson or bore, it shall be done by Employees covered by this Agreement. Employees shall take orders from assigned supervisors and cooperate with the shift supervisor.
 - (2) Whenever a shift crew or major portion thereof is working in the tunnel, tube, caisson, or bore, an Employee shall work, except when only hand mucking and/or clean up is in progress, and providing no blasting is being done. Employees shall take orders from assigned supervision and cooperate with shift supervision.
 - (3) When two (2) headings are being worked from one (1) adit or shaft, Employees shall be assigned to each shift, and one (1) to each heading when the distance makes it impossible for one Employee to do all the electrical work on both headings.
 - (4) Employees shall not be required to enter the heading after a blast until all the requirements of the State Safety Codes have been complied with.
 - (5) The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. Employees shall be responsible for clothing and rubber goods issued to him, and shall return same to Employers at the time of termination.
 - (6) All Employees shall receive eight (8) hours pay as a minimum per shift worked.
- (e) In addition to the safety provisions set forth elsewhere in this Agreement, all Electrical work being performed under the terms of this supplement shall be governed by applicable law and regulations.

ARTICLE IV

Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Monterey, Santa Cruz, and San Benito Counties in the State of California.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14.

- (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.
- (b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V

Standard Inside Apprenticeship Language

5.01 JOINT APPRENTICESHIP AND TRAINING COMMITTEE (JATC)

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (3) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

5.02 MEMBERS OF THE JATC

All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

5.03 DUTIES OF THE JATC

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

5.04 DUTIES OF SUBCOMMITTEES

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

5.05 TRAINING DIRECTOR

The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

5.06 TRANSFER OF APPRENTICES

To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job-training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

5.07 ENTRANCE TO THE PROGRAM

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture cancelled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per

the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

5.08 NUMBER OF APPRENTICES

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

5.09 ATTEMPT TO SUPPLY APPRENTICES

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

5.10 UNINDENTURED WORKERS

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

5.11 BENEFITS FOR APPRENTICES

The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

5.12 APPRENTICE RATIO

Each job site shall be allowed a ratio of (2) apprentices for every (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

5.13 SUPERVISION OF APPRENTICES

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

5.14 COMPLETION OF APPRENTICESHIP

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

5.15 JOINT APPRENTICESHIP AND TRAINING TRUST FUND AGREEMENT

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

5.16 EDUCATION AND TRAINING TRUST FUND CONTRIBUTIONS

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contributions is \$0.60 per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Vacation

6.01 VACATION

- (a) All Employees may take a minimum of two (2) week vacation each year. The Employer shall be given fifteen (15) days notice prior to starting the vacation unless a shorter notification is mutually agreed upon between the Employer and the Employee.

- (b) Not more than twenty percent (20%) of the Employees in any shop or any job shall be granted their vacation at the same time unless agreed to by the Employer.

ARTICLE VII

Health and Welfare Plan

7.01 HEALTH AND WELFARE TRUST FUND CONTRIBUTIONS

The Employer agrees to pay the sum indicated on the effective wage page of this agreement per hour for each hour paid to all Employees working under the terms of this Agreement to the Electrical Workers Health and Welfare Trust Fund. These payments shall be paid monthly on transmittal forms furnished by the Union. Contributions are payable on or before the fifteenth (15th) day of the month following the month in which the work was performed. Contributions not delivered to the office of the IBEW on or before the fifteenth (15th) day of the month or postmarked on or before the fifteenth (15th) of that month, regardless of what day of the week the fifteenth (15th) is on, shall be considered delinquent. Contributions shall be made on behalf of all Employees working under the terms of this Agreement on the payroll for all payroll weeks ending within the calendar month.

The parties hereto agree to continue in effect, the Electrical Workers Health and Welfare Trust Fund executed December 1, 1971, as last restated December 11, 1975. The parties agree to be bound by all of the terms and conditions of said amended Agreement and Declaration of Trust, and each Employer contributing to said Trust hereby agrees that by so doing, he does irrevocably designate and appoint the Employer designated Trustees appointed pursuant to said amended Agreement and Declaration of Trust, as Trustees authorized to act in his behalf pursuant to such trust agreement and irrevocably ratifies the designation, selection, appointment, removal and substitution of said Trustees as provided in said amended Agreement and Declaration of Trust.

If the Trustees deem it necessary to increase the amount of contributions to the plan, written notice shall be sent to the signatory parties.

ARTICLE VIII

Educational and Training Fund

8.01 EDUCATIONAL AND TRAINING FUND CONTRIBUTIONS

The Employer agrees to pay the sum indicated on the effective wage page of this agreement per hour for each hour paid to all Employees working under the terms of this Agreement to the International Brotherhood of Electrical Workers Union, Local 234 Educational and Training Fund. These payments shall be paid monthly on transmittal forms furnished by the Union. Contributions are payable on or before the fifteenth (15th) day of the month following the month in which the work was performed. Contributions not delivered to the office of the IBEW on or before the fifteenth (15th) day of the month or postmarked on or before the fifteenth (15th) of that month, regardless of what day of the week the fifteenth (15th) is on, shall be considered delinquent. Contributions shall be made on behalf of all Employees working under the terms of this Agreement on the payroll for all payroll weeks ending within the calendar month.

Parties hereto agree to continue in effect, the International Brotherhood of Electrical Workers Union, Local 234 Educational and Training Fund executed December 1, 1971, as last restated December 10, 1975. The parties agree to be bound by all of the terms and conditions of said amended Agreement and Declaration of Trust, and each Employer contribution to said Trust hereby agrees that by so doing, he does irrevocably designate and appoint the Employer designated Trustees appointed pursuant to said amended Agreement and Declaration of Trust, as Trustees authorized to act in his behalf

pursuant to such trust agreement and irrevocably ratifies the designation, selection, appointment, removal and substitution of said Trustees as provided in said amended Agreement and Declaration of Trust.

ARTICLE IX

Pension Plan

9.01 PENSION PLAN CONTRIBUTIONS

Commencing for work performed on or after June 28th, 2004, each employer signatory to or bound by this Agreement shall pay into the International Brotherhood of Electrical Workers District No.9 Pension Plan (hereinafter the "Pension Plan"), a jointly-administered Pension Trust created pursuant to Section 302(c)(5) of the Labor-Management Relations Act, on behalf of each employee performing work covered by this Agreement the sum indicated on the effective wage page of this Agreement for each hour paid to all employees working under the terms of this Agreement, according to their classification.

The parties have approved a procedure which allows employee voluntary contributions to the Pension Plan by making an appropriate payroll deduction after taxes. The authorized payroll deduction for employee voluntary after-tax contributions cannot exceed 10% of the employee's gross wages under the Agreement. An employee who elects to make a voluntary after-tax contribution must inform the employer 30 days prior to the next pay period by signing the appropriate authorization for payroll withholding form notifying the employer to make the appropriate after-tax deduction and payment to the Pension Plan. The employee must also provide the appropriate signed authorization form giving the employer a 30-day notice of when the voluntary contribution is to be discontinued. An employee's voluntary after-tax contribution will be maintained by the Pension Plan separate from the employer contribution to reflect the amount attributable to an employee's voluntary after-tax contributions, the earnings thereon and the expenses incurred.

The employer remittance form and a check for the full amount of the pension contributions (both the employer contributions and a separate entry for any voluntary employee after-tax contributions) must be postmarked by the (15th) day or received by the Administrator for the Pension Plan on or before the twentieth (20th) day of the month following the month in which the work was performed. Contributions not received on or before the twentieth (20th) day or postmarked by the (15th) day of the month shall be considered delinquent. The Monthly Transmittal shall cover every Employee subject to this Agreement on the payroll for all payroll weeks where the payday falls within the calendar month. An employer remittance report form will be provided by the Pension Plan. Each monthly remittance form and check shall include all hours paid and all voluntary after-tax contributions.

In the event the employer fails to file its remittance form and pay all of its required pension contributions (both the employer contributions and voluntary employee after-tax contributions) by the date established in the preceding paragraph, the employer shall be responsible for liquidated damages and interest on the delinquent or late paid pension contribution (both employer contributions and voluntary employee after-tax contributions) in accordance with the terms and conditions of the Amended Trust Agreement of the Pension Plan.

Each employer agrees to be bound by all of the terms and conditions of the aforesaid Amended Trust Agreement and any amendments thereto or restatements thereof. Each employer further agrees to designate as its representative on the Board of Trustees of the aforesaid Pension Plan, such individuals who are designated "Employer Trustees" together with their successors. The employer agrees to be bound by all lawful actions, rules and regulations adopted by the Board of Trustees.

ARTICLE X

NEBF Agreement

10.01 NEBF AGREEMENT

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of the calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employee Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his Labor Agreement.

ARTICLE XI

Industry Fund

11.01 INDUSTRY FUND

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE XII

Monterey Bay Area Labor Management Cooperative Fund

Section 12.01.

The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 12.02.

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 12.03.

Each employer shall contribute twenty-cents (\$0.20) per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Monterey Bay California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.04.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIII

Administrative Maintenance Fund

13.00 Administrative Maintenance Fund

Effective June 1, 1997, all employers signatory to this labor agreement with the Monterey Bay California Chapter NECA shall contribute an amount equal to .75% of the gross monthly labor payroll paid to each employee covered by this labor agreement to the Administrative Maintenance Fund. The moneys are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement. The fund is to be administered solely by the employers and enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union. No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.

ARTICLE XIV

Substance Abuse

Section 14.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XV

Transmittal Forms

15.01 TRANSMITTAL FORM

- (a) The Monthly Transmittal shall cover every Employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.
- (b) Payments shall be paid monthly on the jointly approved transmittal form, or a form containing all of the information listed on the approved form, and shall be postmarked or received no later than the fifteenth (15th) of the month following the month in which the work was performed, regardless of the day of the week the fifteenth falls on. Payments received with postmarks after that date shall be considered delinquent.

The Transmittal Form shall be mailed to the address indicated on the form.

15.02 ROUNDING

"Hours" of less than sixty (60) minutes shall be expressed as a decimal as follows: $\frac{3}{4}$ as .75, $\frac{1}{2}$ as .50, $\frac{1}{4}$ as .25. The minimum unit of time to be expressed on the transmittal shall be .25 of an hour of multiples of .25, shall not be carried beyond two places.

The final calculation on partial hours as well as full hours shall be to the next full penny per individual, per month.

15.03 FAILURE TO PAY BENEFIT

(a) Any Employer who fails to meet his obligation to make the payment of the moneys in the amounts indicated as being due under the Contract in a timely manner on the Monthly Transmittal forms as provided, shall in addition to posting a Surety Bond, be required to make weekly payments to the Tri-County Electrical Trust Funds of the moneys due for the hours paid on all his Employees for the week just completed. The payment shall be mailed by the Friday following the Wednesday payday of each workweek, and shall be accompanied with an unofficial break-down of the hours and amounts for each category listed on the Monthly Transmittal that will follow.

The Monthly Transmittal (form MPR-176) shall accompany the check that provides for the payment that covers the last pay week of each month.

- (b) When an Employer is placed under the Provisions as set forth in (a) above, all checks shall be in the form of assured or certified checks.
- (c) The conditions set forth in 15.03 (a) & (b) above shall continue until the Employer proves that he has the ability to meet his obligations, but in no event shall it be for less than three (3) months.

ARTICLE XVI

National Labor Management Cooperation Committee

16.01 ESTABLISHMENT OF THE TRUST

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this fund include the following:

- (a) to improve communication between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways to eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor program which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

- (g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

16.02 NATIONAL LABOR MANAGEMENT COOPERATIVE COMMITTEE

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

16.03 CONTRIBUTION AMOUNT

Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the first day of the month in which the labor was performed. The Monterey Bay California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

16.04 DELINQUENT PAYMENT

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal of 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

16.05

The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE XVII

Savings Clause

17.01 SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

INSIDE AGREEMENT

SIGNED FOR THE EMPLOYER:
The Monterey Bay California
Chapter, N.E.C.A., Inc.

SIGNED FOR THE UNION:
International Brotherhood
of Electrical Workers
Local 234



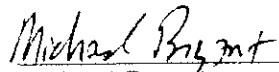
Eric Tonnesen,
President

Date



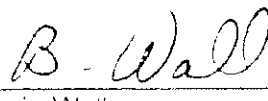
Date

Ken Scherpinski,
President



Michael Bryant,
Chapter Manager

Date



Date

Bernie Wall,
Business Manager and Financial Secretary

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The parties have agreed upon the following additional Inside Agreement changes. These items were agreed to after negotiations and CIR.

- a) 14.03: Change (d) and (e) to (b) and (c)
- b) 2.21: Leave language in place only delete "(a)"
- c) Change anniversary date from 5/28/08 to 5/25/08 to align with transmittal period
- d) Change the last raise date from 12/31/07 to 12/24/07 to align with transmittal period
- e) 14.03(a) second sentence, change "Thursday" to "Wednesday"
- f) 1.01: Second sentence, change "...from May 29 through May 28 of each..." to "...from May 26 through May 25 of each..."
- g) 5.16 Correct spelling error in the title

B. Wall
Mr. Bernie Wall,
Business Manager

7-20-06
Date

Michael Bryant
Mr. Michael Bryant,
Chapter Manager

7/20/06
Date

Amendment to the Inside Agreement

Effective November 1, 2006

The Monterey Bay California Chapter, NECA and IBEW Local Union 234 agree to make the following amendment to the Inside Agreement to make it consistent with the current Category One Language.

Article V, Section 5.01 will be changed from:

5.01 JOINT APPRENTICESHIP AND TRAINING COMMITTEE (JATC)

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (3) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).


To read as:

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Signed for Labor:

 10-27-06
Mr. Bernie Wall, Date
Business Manager
IBEW Local Union 234

Signed for Management:

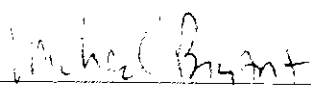
 10/26/06
Mr. Michael Bryant, Date
Chapter Manager
Monterey Bay CA NECA

EXHIBIT C

SETTLEMENT AGREEMENT

RECEIVED

JUL 10 2006

Wayne Anderson,
Fynn & Grubbs

1. ADM ELECTRIC, INC. ("ADM") and the I.B.E.W. Local 234 - Tri-County Electrical Trust Funds ("Trusts" or "Funds") (hereinafter collectively referred to as the "parties") reached a settlement agreement of a dispute involving unpaid delinquent employer contributions required by the collective bargaining agreement between Local 234 of the International Brotherhood of Electrical Workers, AFL-CIO and the Monterey Bay California Chapter of N.E.C.A., Inc. This Settlement Agreement addresses a dispute arising under the Employee Retirement Income Security Act, 29 U.S.C. §§ 1132(a), (e) and (g) and § 1145.

2. ADM agrees that it owes at least \$39,104.61 in principal and \$17,154.29 in liquidated damages, exclusive of daily accruing interest and attorney's fees and costs of at least \$5,000.00 associated with its delinquencies of September through December 2003 and February, September, October and November of 2004 and November 2005 reporting periods. (\$61,258.90 total due). ADM agrees to the following payment schedule with the Trusts:

- a. Monthly Payments. ADM agrees to make monthly payments of not less than \$300.00 for a period of twenty-four months. Each monthly payment of \$300.00 shall be in the form of two equal checks of \$150.00 to be individually cut to (1) the Electrical Workers Health and Welfare Trust (Local 234) and (2) IBEW District No. 9 Pension Plan with both checks to those two entities mailed to the Trust Fund Office at the following address:

I.B.E.W. Local 234 Trust Funds
10300 Meritt Street
Castroville, CA 95012-3307

to be received no later than last day of each month, commencing with June 1, 2006. ADM agrees to fax copies of the checks to the Trust Fund's legal counsel at (415) 677-9440 - Attn: Scott M. De Nardo.

- b. Balloon Payment. ADM agrees to make a balloon payment of \$54,058.90, payable on or before July 1, 2008.
- c. Final Payment. ADM agrees that all of the aforementioned sums are owed to the Trust Funds. If ADM does not make a payment in accordance with the terms and conditions of this Settlement Agreement, ADM agrees that no waiver of interest and attorneys fees will be granted and that any interest and attorneys fees owed, but not yet assessed will become due.
- c. Timely Payments of Regular Monthly Contributions. ADM agrees to submit timely employer transmittal reports and payments to the Trust Fund Office of the current amounts owed for covered employment during the prior month in accordance with the applicable collective bargaining agreement. Such payments shall be made ("postmarked") no later than the 20th of each month.

3. Failure to Make Timely Payments. ADM acknowledges that the failure to make the required payments in the time periods set forth above or submit timely monthly employer transmittal reports and payments will result in litigation by the Trust Funds unless ADM contacts legal counsel for the Trust Funds 48 hours prior to the payment due date in writing, setting forth a good cause explanation for the delay and indicating when payment will be made. ADM is limited to two (2) such requests under the terms of this settlement agreement. The Trust Funds will then approve or disapprove the request for an extension or modification of the payment plan, in writing, within 72 hours. ADM acknowledges that it would be liable for the attorneys fees, interest and any other damages resulting from the untimely payment of the above amounts if a lawsuit is pursued to collect sums owed the Trust Funds. Furthermore, a failure to make a timely payment will result in further assessments of liquidated damages and interest. A grant of an extension of time to tender payment under the terms of this Settlement Agreement only grants a ADM additional time to tender payment without litigation being initiated to collect those sums; it does not grant a waiver of liquidated damages and interest owing on late payments.

4. Waiver of Statute of Limitations. ADM waives any applicable statute of limitation period for the amounts due as set forth above pending the full payment of the amounts due.

5. Other Periods. This Agreement is intended to cover only the delinquencies specified in paragraph 2 above. It does not cover prior periods, future delinquencies or unknown amounts owed the Trust Funds for the same reporting period; moreover, if as a result of a payroll audit or by other means, the Trust Funds learn that ADM owes additional amounts, this agreement does not prevent recovery of such additional amounts. ADM agrees to cooperate with the Trust Fund Office and the Trust Fund auditors to determine what, if any, other sums are owed the Trust Funds. If additional sums are owed, the parties may modify the terms of the Settlement Agreement, in writing to encompass those additional sums.

6. Enforce Agreement. The parties agree that in the event any party institutes proceedings to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to receive all costs and expenses, including reasonable attorneys' fees, of such proceedings as determined by the Court having jurisdiction of such proceeding.

7. Binding on Successors and Others. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

8. Governing Law. The terms and conditions of this Agreement shall be interpreted and construed in accordance with the laws of the State of California and to the extent applicable by the Employee Retirement Income Security Act ("ERISA"). If any term or condition of this Agreement is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

9. Agreement Jointly Drafted. This Agreement and each of its provisions have been jointly drafted by the parties; neither party shall be deemed to have been the drafting party.
10. Agreement Freely Entered Into. The parties represent and agree that this Agreement, and the releases contained in this Agreement, have been given voluntarily and free from duress or undue influence on the part of any person released by this Agreement, or by any third party.
11. Counterparts. This Agreement may be executed in counterparts.

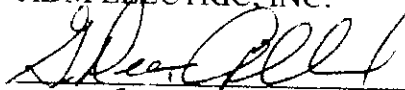
WE AGREE TO THE ABOVE.

Dated: 6/26/06

ADM ELECTRIC, INC.

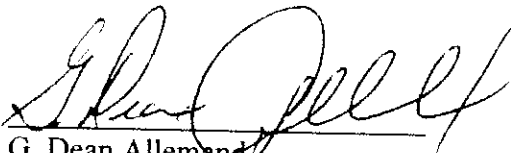
Type or print name:

Type or print title:


G. DEAN ALLEMAND
PRESIDENT

FURTHERMORE, I, G. Dean Allemand, AGREE TO BE PERSONALLY LIABLE FOR ADM ELECTRIC, INC.'S RIGHTS AND RESPONSIBILITIES PURSUANT TO THE TERMS AND CONDITIONS OF THIS SETTLEMENT AGREEMENT AND THE ATTACHED PERSONAL GUARANTEE (Signed before a Notary- Notary Seal and Statement Attached)

Dated: 6/26/06


G. Dean Allemand

Dated: _____

I.B.E.W. Local 234 Tri-County Electrical Trust
Funds

Bernie Wall, Trustee

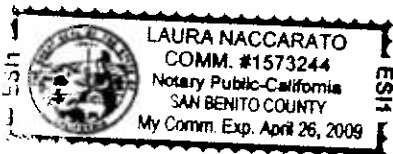
Dated: _____

I.B.E.W. Local 234 Tri-County Electrical Trust
Funds

Mike Bryant, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENTState of CACounty of San BenitoOn June 20, 2006 before me, Laura Naccarato, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared George Aliemand
Name(s) of Signer(s)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (is)are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Laura Naccarato

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Settlement AgreementDocument Date: June 20, 2006 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
☐ Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**
 Top of Thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
☐ Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**
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Signer Is Representing: _____